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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price in AED (including all labor, materials, overhead and profit)	
DBA Insurance (in AED)	

A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

1.0 INTRODUCTION

- 1.1 The U.S. Embassy in Abu Dhabi, UAE (“Embassy”) has a requirement of services of a contractor to render a service to supply and install a Shade Sail Canopy at north lawn area at Embassy Compound in Abu Dhabi, United Arab Emirates.

2.0 GENERAL REQUIREMENTS

- 2.1. The Contractor to render a service to supply and install a Shade Sail Canopy at north lawn area in the Embassy Compound in Abu Dhabi, United Arab Emirates.
- 2.2. This Statement of Work (SOW) details the requirement of the Contractor’s service and provides specific work details to be accomplished at site.
- 2.3. The Contractor shall submit a cost proposal for supplying and installing steel poles and shade sail canopy in Embassy Compound north lawn area. The Contractor shall use the reference design images as a concept design and propose a similar design and shall be modern/contemporary to complement the existing Embassy building and surroundings.

- 2.4. The Contractor shall provide necessary materials, labor, handling of rental crane/truck and logistics, equipment and tools associated with the requested work.
- 2.5. The Contractor shall make all the arrangements required for completing the SOW and provide support Embassy facility to complete this project on given time frame.
- 2.6. The Contractor shall carry out the work in accordance with directions from the Contracting Officer (CO) or Contracting Officer's Representative/s (COR) in such a manner that the disruption to Embassy operations is minimized.

3.0 SPECIFIC WORK REQUIREMENTS

- 3.1. Inspect the site and propose a cost proposal for supplying and installing steel poles and shade sail canopy at Embassy Compound north lawn area, per provided concept reference images.
- 3.2. Contractor to provide the proposed details of the poles, footing and shade sail canopy and its simulation models in editable format, pdfs and prints, for Embassy approval.
- 3.3. Contractor shall provide Preliminary Design, Construction drawings, Shop Drawings for approval, As-Built drawings, specification, bill of quantities and list of makes for the proposed poles, footing and shade sail canopy in editable format, pdfs and prints.
- 3.4. Provide realistic 3d rendering for two (2) different options for day, evening and night scenes in electronic format (pdf & jpg) and prints, for approval by the Embassy COR.
- 3.5. Survey and mark the area per approved layout plan.
- 3.6. The existing MEP (Mechanical, Electrical, Plumbing and Irrigation lines) services shall be taken into due consideration at the time of designing footing, subfloor at the lawn. In case required, the contractor shall do manual excavation to understand the existing underground condition at that location, before the proposed design.
- 3.7. Construct concrete footing for the steel poles. Consider the load calculations for all light fixtures, power outlets and externally mounted speakers. The steel structure footing shall be constructed below the finish floor level of the adjacent interlocking tiles in the pathway. The design detail shall allow proper protection for the bolts and easy removal of the interlocking tiles to allow for maintenance and serviceability of the structure.
- 3.8. Determine the safe angle (shall be five (5) degree, if required) for inclination of the poles, supply poles and its associated fittings and install.

- 3.9. The slope of the shade sail canopy shall be in harmony to the Embassy North elevation and CAC2.
- 3.10. Supply and install shade sail (including accessories) for the required lawn coverage.
- 3.11. Contractor shall plan carefully to remove the existing topsoil (including the soft cover) up to 20cm, of the affected area and store it at specified location within the compound for later use or backfilling.
- 3.12. Replanting of damaged grass or plants in the affected area.
- 3.13. Work in coordination to the landscaping contractor for integrating this within their proposed design (if required).

4.0 DESIGN CONSIDERATIONS

4.0.1 Shade Sail Canopy & attachments

Supply and install shade sail canopy at Embassy North Lawn.

- 4.0.1.1. Canopy Coverage Area (Floor Area): approx. 10meter x 20meter.
- 4.0.1.2. The basis of design shall be based on the following:
 - a. Column free space within the canopy
 - b. Use of minimum number of columns at the periphery.
- 4.0.1.3. Clear height of the Shade Sail Canopy shall be at Lowest Point – 4.2 meter and Highest Point – 5 meters.
- 4.0.1.4. The Canopy shall withstand temperature conditions in the range of -30°C to +70°C
- 4.0.1.5. The canopy and structures should design for minimum basic wind speed of 45 meters per second for a three-second gust, which is equivalent to 160km/h.
- 4.0.1.6. The structure and canopy shall be designed in accordance with the SEI/ASCE 7-02

Specifications of fabric:

- 4.0.1.7. Shape: Mix of Triangles, Square and Rectangle as per approved design.
 - a. Base Material: High Density Polyethylene (HDPE) tensioned fabric with high strength, low shrinkage and UV Stabilized. The fabric should be in accordance to the following:

- i. Tensile Strength - ASTM C 4595-86
- ii. Tear Strength - ASTM D 1424
- iii. Burst Strength -ASTM 3786

4.0.1.8. Breaking Force: /N/50mm /WARP 610/WEFT1800; Breaking Extension: WARP75. WEFT50; Tear Resistance (wing tear): WARP 115/WEFT/170; Bursting force (Steel ball) Mean: N /1620; Bursting pressure Mean: kPa 2400, Polyfx flammability test measured AS1530 pt2; SRI = 29% Compliance min. Breaking force shall be in accordance to ASTM D5034. Elongation at Break shall be in accordance to ASTM C 4595-86.

4.0.1.9. Fabric Construction: Monofilament, Reinforced Stitched seam, Double Lock Stitch Construction Producing a fabric that Will Not Tear or Fray if Cut. Fabric shall be reinforced with extra non-tear cloth and strap to distribute the load. Easy to clean and install. No maintenance required. On site- sewing of fabric is not accepted.

4.0.1.10. Warranty: 10 years

4.0.1.11. GSM: 230 GSM minimum

4.0.1.12. UV protection: up to 90% UV ray's blockage. 10 years warranty against material UV degradation.

4.0.1.13. Flame Retardant: Fabric to meet Fire Resistance Tests (NFPA 701-99, ASTM E-84 or equivalent).

4.0.1.14. Water Resistant and Waterproof; Resistant to Mold & Mildew; Resistant to humidity and Resistant to abrasion.

4.0.1.15. Suitable Tension adjustable SS T316 attachments on each corner for hanging.

4.0.1.16. Fabric Material and color – to be approved by Embassy.

4.0.2. Shade Sail Structure / Poles:

Provide and install poles for shade sail structure at Embassy North Lawn. Minimum number of poles to be installed to maximize the column free space within the canopy.

- a. Shape: Circular Poles with circular metal cantilevers. Dimensions to be guided by the design, for approval by Embassy.
- b. Clear height for the sail at all Lowest Points shall be 4.2m. Clear height for the sail at all Highest Points shall be 5 m.
- c. Slope to be in harmony of the North side and CAC 2 elevation.

4.0.2.1. Material: Hollow steel tubes and plates – galvanized and High performance, Fluoropolymer Powder Coating (cold formed comply with ASTM A-53, A-36) and Powder coating with ASTMD3451 ASTM D3451, AAMA 2604.

- 4.0.2.2. Steel parts to be coated for rust protection and finished with a minimum 3.5mm thick UV – inhibited weather resistant powder coating, Warranty Required – 20 years.
 - a. All fittings and hardware to be SS T316 (in accordance to (in accordance to ASTM A240 / A240M) design foundations and provide adequate uplift safety factor Design canopy for lateral stability.
- 4.0.2.3. Powder Coating color – to be approved by Embassy.
- 4.0.2.4. Poles to be installed at an inclination from the center line in the direction of the pull. Design, stability calculations, simulation models required for review and approval.
- 4.0.2.5. Poles to have cantilever supports (as depicted in the reference image) for holding the shade sail.
- 4.0.2.6. Wire rope to be single continuous.
- 4.0.2.7. Design and construct concrete footing for the steel poles. Design, stability calculations, simulation models required for review and approval. The outer diameter of the poles shall be 4” metallic. Concrete footing for the steel structure shall be constructed below the finish floor level of the interlocking tiles. The design shall allow proper protection for the bolts and easy removal of the interlocking tiles to allow for maintenance and serviceability of the structure.
- 4.0.2.8. Each footing shall have one number of 50mm, PVC, 90degree (smooth long bend) electrical conduit bend such that interconnecting these pipes with the other footing’s PVC pipe/bend is possible. Interconnection of these conduit pipes is not part of this scope.
- 4.0.2.9. Each Pole shall have suitable removable / hinged openings and suitable brackets welded to mount IP65 rated outdoor canopy focused flood LED light fixtures for accent lighting and floor focused spot LED light fixtures for ambient lighting.
- 4.0.2.10. Each Pole shall have suitable removable / hinged opening and suitable bracket welded to mount outdoor IP65 LED flood lights to cover the surrounding lawn area, as an area lighting.
- 4.0.2.11. Each pole shall have suitable removable / hinged opening and suitable recessed bracket provision to mount two twin 240volts, single phase 13A outlets.

4.0.3. (reserved):

4.0.4. Exclusions:

- 4.0.4.1. Relocation of existing irrigation lines and irrigation power lines in that flooring area is not the responsibility of the Contractor.

- 4.0.4.2. Tapping point (only) for Power Supply and distribution to Shade sail structure shall be provided by Embassy.
- 4.0.4.3. Supply and installation of light fixtures at the poles.
- 4.0.4.4. Interconnecting electrical conduits and wiring for light fixtures and power outlets.
- 4.0.4.5. Compacting, levelling the flooring area and laying pavers.

5.0 CONTRACT ADMINISTRATION

- 5.1. The Contractor shall not conduct any work that is beyond this Statement of Work unless directed in writing by the Contracting Officer. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- 5.2. The Contracting Officer shall provide a Notice to Proceed ("NTP") to the Contractor for commencing work under the contract after satisfactory completion of contract requirements preceding the NTP.
- 5.3. The Contracts Management Specialist at the US Embassy in Abu Dhabi shall serve as the Contracting Officer's Representative for this work. Decision of the COR with respect to SOW will be final.
- 5.4. The COR has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The COR or his representative/s may perform quality assurance inspections of the rendered service.
- 5.5. The COR has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed, when the Embassy requires time for official functions or is in possession of specific credible information indicating that the lives of the Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- 5.6. The total period of performance for project completion will remain at eight (8) weeks, after issuance of approved purchase order.
- 5.7. If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.

- 5.8. The Embassy has the right to terminate this contract for convenience at any Phase in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

6.0 RESPONSIBILITY OF THE CONTRACTOR

- 6.1. The Contractor shall be responsible for the professional quality, safety, and the coordination and other services furnished under this contract.
- 6.2. The Contractor shall identify a Project Coordinator ("PC") who shall be responsible for the overall management of the work and shall represent the Contractor during the course of the contract. He/she must have good English speaking/writing skills to communicate with the Embassy CO and COR.
- 6.3. Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor.
- 6.4. The Contractor shall be required to verify the site conditions and notify the Contracting Officer of any potential changes in method or detail of construction. The contractor shall prepare drawings for the changed conditions and provide construction details to match the site conditions and submit for approval to the Contracting Officer.
- 6.5. All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- 6.6. The Contractor shall verify and supply all materials, equipment and labor to accomplish the work on time, as instructed.
- 6.7. The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. Total period of performance for project completion shall be eight (8) weeks from the date of the initial Notice to Proceed (NTP).
- 6.8. The Contractor must ensure that removal and disposal of debris should be done in a timely manner so that it will not disturb the routine maintenance work and other activities of the embassy and will not cause overflow of disposable materials in any location.
- 6.9. Working time for the project shall vary depending on the type of work to be completed. Normal work hours will be 8:00 am through 5:00 pm from Sunday thru Thursday. One day weekend shall be availed by the Contractor personnel and the day of the weekend shall be determined.
- 6.10. The Embassy will provide Water and Electricity to the Contractor's work. Extending water and electricity source from the Embassy identified location to the work area is the responsibility of the Contractor.

- 6.11. The contractor shall regulate the unnecessary movement of personnel in areas other than those designated for the job.
- 6.12. The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract.

7.0 SAFETY

- 7.1. It is the Contractor responsibility to provide qualified personal for this project and shall adhere to strict safety and quality control procedures and he shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters.
- 7.2. It is the Contractor responsibility provide coveralls, safety shoes, gloves, dust masks or any other safety items so that all the works shall be carried out without any lost time accidents.
- 7.3. The COR may require request for additional safety procedures if deemed necessary and the Contractor must comply with these. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 7.4. The Contractor shall provide two copies of MSDS for all the chemicals, if any used during this project and one copy shall be submitted to the COR and one shall be in the place where it is accessible for all the workers.
- 7.5. The Contractor requires providing a Risk Assessment Plan specific to the requested work, along with the cost proposal.
- 7.6. The Contractor shall bear complete responsibility for safe performance of work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relative to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf

Contractor shall refer following section in the above link:

- a. EM 385-1-1 Section 05.A (General), 05.B (Eye and Face protection), 05.D (Head protection), 05.E (Protective footwear), 05.F (High visibility apparel), 05.G(Respiratory protection and 05.H (Hand protection)
- b. EM 385-1-1 Section 13.A.02 (Hand and power tools use, inspection and maintenance), 34-A.03 (Guarding)
- c. EM 385-1-1 Section 14 (Material handling, storage and disposal)
- d. EM 385-1-1 Section 21.A.01 (Fall protection threshold), 21-B (Roles and responsibilities), 21-C (Training), 21-D (Fall protection program), 21-I (Personal fall protection system)

8.0 MOBILIZATION

- 8.1. Upon receipt of NTP, the Contractor shall survey the existing site conditions. Utilities, clearances. Specific analysis shall include feasibility study of the existing conditions, approval and procurement of materials. The Contractor shall provide proposed material catalog cuts for the COR to review and approve prior to proceeding for procurement of materials.
- 8.2. Upon approval of submittals the Contractor shall mobilize resources and start the installation works. The staging area for Contractor materials and equipment will be determined by the Embassy.

9.0 SECURITY REQUIREMENTS

- 9.1. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit passport copies with valid UAE visa details for review by the Embassy Security office. Information submitted by the Contractor will not be disclosed beyond the Embassy. Facility Management personnel will escort the Contractor personnel on site.
- 9.2. The Contractor shall coordinate material and equipment deliveries with the COR who in turn will coordinate it with the Embassy Security office for access approval. The Contractor shall provide vehicle and delivery personnel information in advance.
- 9.3. Contractor personnel always require working under Embassy escort(s), until completion of the works.

10.0 PAYMENTS

- 10.1. This is a fixed price lump sum contract. The Contractor may submit interim monthly progress payment requests to cover the value of labor and materials completed to date. The COR will process the invoice for approval by CO.
- 10.2. The Contractor shall specifically identify their last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

(Reserved)

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **fourteen (14)** calendar days after the date the Contractor receives the Notice To Proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than **Eight (8) weeks from the date on the Notice to Proceed.**

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **AED 1,100** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as ten (10) calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during **8:00 am through 5:00 pm from Sunday thru Thursday**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at the **U.S. Embassy, Abu Dhabi, UAE** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section J. DBA Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR
Section G. Warranty Certificates	1	5 days after substantial completion	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s)

shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Contract Management Specialist**.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 days period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

Any /all invoices shall be submitted to the Embassy Financial Management Officer via email at USMissionUAEInvoices@state.gov in PDF or JPEG format. Hard copy invoice/s will not be accepted.

The Contractor shall specifically identify their last invoice as "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any.

The contractor shall submit separate and proper invoice after purchasing the DBA insurance. A copy of premium payment and DBA insurance policy marking specific timeframe and contract reference number shall be submitted along with this invoice.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

Note: all payment status inquiries shall be forwarded directly to ADDIsbursingOffice@state.gov in case no payment update is received from the Embassy within 30 days after the date of invoice submission.

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 20% of the contract price. A Bank Guarantee shall be provided for this.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(1) BODILY INJURY, ON OR OFF THE SITE, IN AED	
Cumulative	1,500,000.00
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN AED	
Cumulative	1,500,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and

employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements

of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks may take **at least four weeks** to perform. For each individual the list shall include:

Full Name (separate Surname, First Name, and Middle Initial)
Place and Date of Birth and, Nationality
Copy of Emirates ID
Copy of Passport number
Company name (of each individual)

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2020)	
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)	
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)	
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)	
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)	
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)	
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	
52.228-11	PLEDGES OF ASSETS (JAN 2012)	
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)	
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)	
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)	
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)	
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	(MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	
52.232-11	EXTRAS (APR 1984)	
52.232-18	AVAILABILITY OF FUNDS (APR 1984)	
52.232-22	LIMITATION OF FUNDS (APR 1984)	

52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)

- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2018)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the

United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.
(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
 - 2) Clearly identify themselves and their contractor affiliation in meetings;
 - 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
 - 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.
- (End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program.* The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the

specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings with Reference picture	4

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees.

The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

A. QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Name of the competent Supervisor/in-charge/Project Coordinator (PC) who assigned to oversee this contract shall be provided.
- (2) Shall be submitted a narrative/resume of the Supervisor/in-charge/PC.
- (3) Evidence shall be submitted that the PC has technical field experience similar to the required work.
- (4) The PC shall be able to understand written and spoken English (evidence shall be submitted);
- (5) Have an established business with a permanent address and telephone listing;
- (6) Be able to demonstrate prior construction experience with suitable references. List out the projects that the offeror have completed in three years similar to this required shade sail canopy installation work.
- (7) Have the necessary personnel, equipment and financial resources available to perform the work;
- (8) Have all licenses and permits required by local law (copy of commercial license shall be submitted);
- (9) Evidence to meet all local insurance requirements shall be submitted;
- (10) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (11) Have no adverse criminal record; and
- (12) Have no political or business affiliation which could be considered contrary to the interests of the United States.
- (13) Provide the proposed two different design images of the shade sail canopy.
- (14) Provide brochure/data sheets for fabric canopy and its associated materials and pole.
- (15) Submit Gannt chart for the entire required work activities.
- (16) Submit Quality and Risk assessment plan associated with requested painting work, limited to three pages for each plan.
- (17) Audited financial statement for the past three years shall be submitted.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES*
I	Standard Form 1442 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	03
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	03

Submit soft copy of the quotation to the Contracting Officer at AbuDhabiContracts@state.gov and hard copy of the complete quotation to the address provided below in a sealed envelope marking reference number "19TC1020Q0008". If mailed, on Standard Form 1442, or if hand-delivered, use the address set forth below:

Contracting Officer
Embassy of the United States of America
Embassies District Area
Plot 38, Sector W59-02
Street No. 18, Sheikh Rashid Bin Saeed Street
Abu Dhabi, United Arab Emirates

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "gantt/bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This gantt/bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent/Project Coordinator for this project; and evidence (resume) that the Project Coordinator can speak and write English.

- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them
- (4) Proposal of two different design images of the shade and sail canopy.
- (5) Broucher/data sheets for fabric canopy and its associated materials.
- (6) Submit proposed footing details.
- (7) Quality and Risk assessment plan associated with requested painting work, limited to three pages for each plan.
- (8) Copy of valid commercial license issued by the local government to render the required services.
- (9) Copy of the workmen Compensation certificate.
- (10) Provide warranty statement for the installed canopy structure, fabric and workmanship.
- (11) Submit a copy of Audited financial statement for the past three years.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (12) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (13) Contract number and type;
- (14) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (15) Brief description of the work, including responsibilities; and
- (16) Any litigation currently in process or occurring within last 5 years.
- (17) List out the projects that you have completed in three years similar to this requested Shade sail Canopy installation work.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for ***July 1, 2020 at 10:00 am***

(c) Participants will meet at the U.S. Embassy Abu Dhabi.

(d) NOTE TO INTERESTED VENDORS : due to security concerns requirements all vendors who plan on attending the pre-quotation conference must contact the Embassy via email at AbuDhabiContracts@state.gov or telephone at +971-2-414-2269 in order to provide the names of all individuals who will attend as well as the name of the company they represent. **The information must be provided by 4:00 pm on June 29, 2020.**

Name (Last, First)

Nationality
ID number (Passport or Emirates ID or Driver's license)
Company Name
Contact number

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$60,000 and \$70,000

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

**SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS**

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments

(c) otherwise due under the contract.

(d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

☐ Corporate Entity (tax exempt);

☐ Government Entity (Federal, State or local);

- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
Name _____
TIN _____
(End of provision)

FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is **\$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- (i) ☐ Paragraph (d) applies.
- (ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.204-17](#), Ownership or Control of Offeror.

___ (ii) [52.204-20](#), Predecessor of Offeror.

___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

L.3. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions*. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) ☐ Outside the United States.
- (End of provision)

L.4 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;
or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

L.6. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND
VIDEO SUEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(End of provision)

ATTACHMENT #1 - SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer

U.S. Embassy, Abu Dhabi, PO Box 4009

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract ***[contract number]*** for ***[description of work]*** at ***[location of work]*** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: ***[name]***

Address: _____

Representatives: _____ Location: _____

State of Inc.: _____

Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

**ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS**

(1) DIVISION/DESCRIPTION (2) LABOR (3) MATERIALS (4) OVERHEAD
(5) PROFIT (6) TOTAL

1. General Requirements
2. Site Work

3. Concrete
4. Masonry

5. Metals
6. Wood and Plastic

7. Thermal and Moisture
8. Doors and Windows

9. Finishes
10. Specialties

11. Equipment
12. Furnishings

13. Special Construction
14. Conveying Systems

15. Mechanical
16. Electrical

TOTAL
in AED : _____

Allowance Items:

PROPOSAL PRICE: _____

TOTAL: **(in AED)**

Alternates (list separately; do not total):

Offeror: _____ **Date** _____

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS

ATTACHMENT #3 – DRAWINGS & REFERENCE IMAGE
(4 pages)